

**DECISION**

**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D. C. 20548

**FILE:** B-206111

**DATE:** July 26, 1982

**MATTER OF:** Photowatt International, Inc.

**DIGEST:**

1. Contracting agency properly rejected as nonresponsive a bid with two item prices omitted because the IFB clearly required a firm price for these items and the IFB adequately warned bidders that price omissions would result in a determination of bid nonresponsiveness.
2. As a general rule, cancellation of an IFB after bid opening is improper absent a cogent and compelling reason. In the circumstances and in view of the contracting officer's extremely broad authority to determine price reasonableness, GAO would have no objection if the contracting officer determined that cancellation was not justified because the price of the only responsive bid was reasonable.
3. Protest against an apparent IFB impropriety (unduly narrow technical specifications) is dismissed as untimely under Bid Protest Procedures since it was not filed prior to bid opening.

Photowatt International, Inc. (Photowatt), protests against the rejection of its bid submitted in response to invitation for bids (IFB) No. DTCG23-82-B-20019 issued by the United States Coast Guard for photovoltaic modules. Alternatively, Photowatt contends that the IFB should be canceled and the requirement resolicited. We find that Photowatt's protest is without merit.

Photowatt states that the Coast Guard rejected its bid because Photowatt inadvertently did not state two required prices for environmental testing

(out of the 52 separate prices that were required). Prior to submitting its bid, Photowatt obtained testing prices from another firm (a copy of that firm's quote is in the record); however, these two prices were not contained in Photowatt's bid. Photowatt also states that its error of price omission was unintentional and amounts to less than 2 percent of the bid price (\$26,000 compared with \$1,564,226).

The IFB provided that for a bid to be considered responsive, it must contain a firm quote on all items. Item numbers 3 and 5 of the IFB set forth the requirement for a firm quote on two first article environmental tests. Photowatt states that it left these blank inadvertently.

We conclude that the Coast Guard properly rejected Photowatt's bid as nonresponsive because the IFB clearly required a firm price for the two items and the IFB adequately warned bidders that a price omission for such items would result in a nonresponsive bid determination.

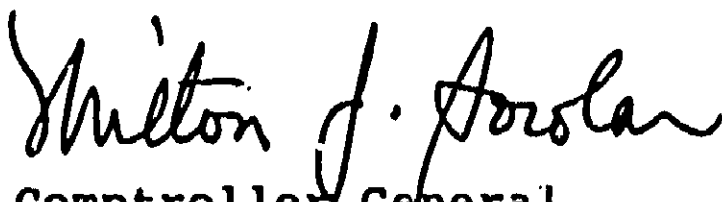
This conclusion derives from the rule that to be considered responsive a bid as submitted must be an offer to perform, without exception, the exact thing called for in the invitation, such that an acceptance will bind the contractor to perform in accordance with all the terms and conditions therein. Thus, a bidder's intent to comply with a solicitation must be discernible from the face of the bid at the time of bid opening; otherwise, it cannot be said to offer, without exception, the exact thing required. Where, as here, a bidder has failed to submit a price for an item, it generally cannot be said to be obligated to perform that service as part of the other services for which prices were submitted. Pensacola Engraving Company, B-200712, February 27, 1981, 81-1 CPD 139.

Alternatively, Photowatt contends that, since the Coast Guard rejected all bids but one priced at \$1,744,278, which is \$236,000 more than Photowatt's bid, the Coast Guard should cancel the IFB and resolicit because more than \$200,000 could be saved by such action. Photowatt also states that, in a resolicitation, the Coast Guard could broaden the technical specification to permit more competition.

As a general rule, cancellation of an IFB after bid opening is improper absent a cogent and compelling reason. Unreasonable prices are a compelling reason to cancel an IFB; however, the contracting officer's authority to determine price reasonableness is extremely broad and will be upheld absent bad faith or abuse of discretion. See, e.g., Ritchie-Wick, B-199358, September 24, 1981, 81-2 CPD 248. Here, if the contracting officer determined not to cancel, then we would have no basis from the record to conclude that his determination would be objectionable.

Further, Photowatt first raised the advantage of broadened technical specifications after bid opening. To the extent that Photowatt is objecting to the specifications in the IFB, the protest is filed too late. Under our Bid Protest Procedures, protests against apparent IFB improprieties, like unduly narrow technical specifications, must be filed prior to bid opening. 4 C.F.R. § 21.2(b)(1) (1982). Thus, this aspect of Photowatt's protest will not be considered on the merits.

Accordingly, the protest is denied in part and dismissed in part.

for   
Comptroller General  
of the United States